

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

PORTLAND DIVISION

DRY BULK SINGAPORE PTE. LTD.)

Plaintiff,)

v.)

Amis Integrity S.A. *in personam* and)
M/V AMIS INTEGRITY (IMO 9732412))
her engines, freights, apparel,)
appurtenances, tackle, etc., *in rem*,)

Defendant.)

Case No.: 3:19-cv-1671

IN ADMIRALTY

DECLARATION OF STAVROS
TSOLAKIS IN OPPOSITION TO
MOTION TO VACATE ORDER OF
ARREST

I, STAVROS TSOLAKIS, being first duly sworn on oath, depose and say:

1. I am over the age of majority and, except as otherwise indicated, make this Declaration on personal knowledge, and am competent to testify regarding the facts herein.
2. I am, and have been at all materials times, the Head of Chartering for Plaintiff, Dry Bulk Singapore PTE Ltd., and authorized to act on the company's behalf.
3. On or about June 27, 2017, AMIS INTEGRITY S.A., as owner of the Vessel, and 24VISION CHARTERING SOLUTIONS DMCC, (hereinafter "24VISION"), as charterer, entered into a "NYPE 93" Time Charter Party agreement for 24VISION to charter the Vessel. (see Exhibit 1 to Huan Kong Jang Declaration in Support of Motion to Vacate Arrest, hereinafter "Jang Declaration")

4. On or about January 10, 2019, 24VISION, as disponent owner of the Vessel, entered into a sub-charter agreement with DRY BULK for a “time charter trip via ECSA to PG-Japan range” (hereinafter the “Charter Party agreement”). The charter party hire and ballast bonus rate was determined based on whether the Vessel would be redelivered in the Persian Gulf-Singapore range or the Singapore-Japan range.
5. The charter party agreement between 24 Vision and Dry Bulk was memorialized in a fixture recap. *A copy of the charter party agreement between 24VISION and DRY BULK is attached as Exhibit 1 to the Verified Complaint.*
6. The parties amended the charter party agreement on or about February 8, 2019. *A copy of Addendum 1 is attached as Exhibit 2 to the Verified Complaint.* Pursuant to the agreement of the parties, the following terms of the charter party agreement were amended as follows:
 - Delivery Time: January 24, 2019 07:42 GMT
 - Delivery AFSPS Recalada, Argentina
 - Period: Minimum October 9, 2019 / Maximum January 29, 2020
 - Daily Hire: USD 15,000 (through October 9, 2019) and USD 14,500 for any period thereafter (through January 29, 2020).
 - Plus a USD 50,000 Gross Ballast Bonus.All other terms and conditions of the January 10, 2019 charter party agreement remained unchanged.
7. Pursuant to Clause 10, Line 138 of the charter party, the relevant time zone for the payment of charter hire is GMT (i.e. Greenwich Mean Time).

8. The exact same provision is contained in the Amis Integrity/24 Vision charter party (see Exhibit. 1 to Jang Declaration, Clause 10, Line 138).
9. On or about July 8, 2019 at 10:19 GMT, 24VISION served DRY BULK with a three (3) day grace period notice under the charter party demanding payment of the eleventh and twelfth hire installments in the amount of USD 217,372.50 and USD 218,551.25, respectively.
10. DRY BULK had three clear banking days (*i.e.*, July 9, July 10, and July 11) in which to effect payment of hire. Under Clause 11(b) of the charter party agreement, so long as payment of hire was effected prior to July 11, 2019 at midnight (2400 hours GMT), the hire payment would be deemed “regular and punctual.” See **Exhibit 1 to Verified Complaint**.
11. The exact same provision is contained in the Amis Integrity/24 Vision charter party. (See Exhibit 1 to Jang Declaration, Clause 11 (b)).
12. On July 11, 2019 at or about 12:55 GMT, DRY BULK’s bank transferred the eleventh and twelfth hire payments totaling USD 435,923.75, of which the sum of \$218,551.25 was a pre-payment of hire through July 23, 2019. (see nine (9) Swift Transfers of the transaction attached hereto as Exhibits 1A-I).
13. Under Clause 23 of the respective charter parties, when Dry Bulk paid the hire in advance to July 23, 2019, it had a lien against the Vessel for all monies paid in advance and not earned (see Clause 23 of Exhibit 1 to Jang Declaration).
14. Moreover, on July 10, 2019, I had spoken with a Mr. Thomas Rolin of Barry Rogliano Salles (hereinafter “BRS”), the longtime chartering broker for Amis Integrity and Wisdom Marine and told him that payment of hire to 24Vision was being arranged for the next day (see WhatsApp message to Mr. Rolin dated July 10, 2019 in this regard attached hereto as

Exhibit 2A). I thereafter sent a notice of payment to 24Vision, with a copy to Mr. Rolin, at the time such payment was made (see e-mails to 24Vision, with a copy to Mr. Rolin, attached hereto as Exhibit 2B).

15. Under Clause 23 of the respective charter parties, Amis Integrity had a lien of any hire and/or sub freights paid or to be paid by Dry Bulk to 24Vision. At no time did Amis Integrity send to Dry Bulk a "Notice of Lien" which is customary in these types of situations (i.e. when hire is unpaid and the owner knows that the charterer has sublet the vessel to another party) and despite knowing as of July 10th that payment of hire to 24Vision would be forthcoming the next day. The obvious reason for the failure to send a customary Notice of Lien to Dry Bulk was because Amis Integrity had already chartered the Vessel to a third party and intended to withdraw it from both 24Vision's and Dry Bulk's service before the expiration of the grace period.
16. Despite the timely payment of hire by Dry Bulk under the Dry Bulk.24 Vision charter party, at 1734 hours GMT, July 11, 2019, well within the charter party grace period of 2400 hours GMT, July 11th, 24 Vision wrongfully and without just cause withdrew the Vessel from Dry Bulk's service. (see Notice of Withdrawal indicating that it was sent at 1934 hours Greek time (GMT +2) attached hereto as Exhibit 3).
17. This withdrawal of the Vessel after payment of the hire due was duly and timely made was both in breach of the charter party and puzzling. All efforts to contact 24 Vision to ascertain their reason for the withdrawal went unanswered.
18. Just prior to receiving the Notice of Withdrawal from 24 Vision, I also received a Skype call from a Swiss broker, Gian Luca Garufi CEO/Partner, Lightship Geneva, who had negotiated the subsequent sub-charter for the Vessel on behalf of Dry Bulk to a company

called Trithorn. Mr. Garufi informed Your Affiant that Amis Integrity, through Wisdom Marine, was marketing the vessel on July 11th for its own account. (see screen shot of telephone with Gian Luca Garufi, dated July 11th, attached hereto as Exhibit 4).

19. I immediately thereafter called Thomas Rolin of BRS, the longtime chartering broker for Amis Integrity and Wisdom Marine, to ascertain whether Amis Integrity, through Wisdom Marine, had, in fact, withdrawn the Vessel from 24 Vision on July 11th and the reason therefor. Mr. Rolin told me he would check with his client, Wisdom Marine and revert.
20. I received a WhatsApp message from Mr. Rolin at about 0535 hours, Greek time (0235 hours GMT) on July 12th, informing me that Wisdom had fixed the Vessel elsewhere with another charterer and that Wisdom Marine did not wish to speak with me about the withdrawal of the Vessel (see screen shots of my WhatsApp discussions with Mr. Rolin attached hereto as Exhibits 5A-C).
21. This was a clear indication to me and both brokers that I was communicating with that Amis Integrity, through Wisdom Marine, had withdrawn the Vessel from 24 Vision before 2400 hours GMT, July 11th, as based on my many years of chartering experience, one cannot negotiate, conclude and enter into a charter party with a third party within two hours of a purported Vessel withdrawal. Consequently, the empirical information and all logical indications are that Wisdom Marine, acting on behalf of Amis Integrity, wrongfully withdrew the vessel from 24 Vision on July 11th, before the grace period had expired under their relevant charter party.
22. Amis Integrity has submitted as part of its opposition papers a purported "Notice of Withdrawal" e-mail from Wisdom Marine/Amis Integrity to 24Vision and others at 1354 hours Taiwan time (0854 hours Greek time and 0554 hours GMT) July 12th (see Jang

Declaration, Exhibit 3). However, Mr. Rolin, Wisdom Marine's broker, had confirmed to me that Wisdom Marine/Amis Integrity had a clean fixture with a third-party charterer (believed to be United Bulk Carriers, a Philadelphia based shipping company), three (3) hours (0535 Greek time and 0235 GMT) before the purported Notice of Withdrawal was given to 24Vision. As stated above, it is implausible that a fixture was negotiated and concluded in two (2) hours' time after the grace period expired at midnight GMT, July 11th, in the middle of the night, with a charterer, United Bulk Carriers, located in the United States. The more plausible explanation as supported by the empirical evidence, was that the fixture with the third-party charterer was concluded sometime on July 11th before the grace period had expired. As such, the chartering of the Vessel to a third-party before the expiration of the grace period would be an unlawful withdrawal of the Vessel from Dry Bulk's service.

23. Moreover, a closer review of the purported "Notice of Withdrawal" (Jang Declaration Exhibit 3) appears to indicate that the e-mail addresses listed therein lack the customary blue highlighting and underlining of e-mail addresses when they are actually sent to the recipients. As such, this document appears to have been prepared after the fact, but not actually sent, to give the impression that the Notice of Withdrawal occurred on July 12th (after the grace period expired) when, in fact, the Vessel has been fixed on July 11th to a third party before the grace period had expired.
24. The withdrawal of the Vessel from the service of 24 Vision before 2400 hours GMT, July 11th by Amis Integrity is a breach of the Amis Integrity charter party and a wrongful withdrawal by Amis Integrity of the Vessel from the service of Dry Bulk which had pre-paid hire through July 23rd.

25. Dry Bulk had sub-chartered the Vessel to accompany called Trithorn for one voyage from Argentina to a port in the Mediterranean (see copy of Dry Bulk/Trithorn clean fixture dated July 11th, 2019 attached hereto as Exhibit 6)
26. At the time of the wrongful withdrawal of the vessel by Amis Integrity from Dry Bulk's service, Amis Integrity and Wisdom Marine were fully aware that Dry Bulk was arranging for a sub-charter of the Vessel from Argentina to a port in Europe, as the Vessel's Master was receiving regular messages from Dry Bulk directing the vessel to Recalada, Argentina to pick up a cargo of soybeans and other bulk commodities for discharge at a Mediterranean port. (see messages to Master of the AMIS Integrity dated May 31st, June 15th and July 10th, 2019 attached hereto as Exhibits 7A-C, respectively).
27. The Master of a vessel always acts as the agent of the Owner, in this case, Amis Integrity, in respect to the receipt of messages directing the Vessel to a particular port. Amis Integrity and Wisdom Marine knew or should have known of the existence of the sub-charter to Trithorn from the regular messages sent to the Vessel's Master by Dry Bulk.
28. At the time of the wrongful withdrawal by Amis Integrity, the charter hire rates for Atlantic Ocean loadings had increased substantially. The hire rates starting in the period June/July for Atlantic Ocean loadings had increased from the daily hire equivalent of \$26,000 to \$31,000 for vessels operating in the Mediterranean to the Far East, a nine-year high. (see reports of The Baltic Exchange Freight Market Review, an industry accepted publication for the charter rates for the June/July, 2019 time period for Atlantic Ocean loadings attached hereto as Exhibits 8A and 8B).
29. As a result, Amis Integrity was motivated to unlawfully and wrongfully withdraw the vessel from 24 Vision and Dry Bulk. Upon information and belief, Amis Integrity, through

Wisdom Marine on or about July 11th chartered the Vessel to a company called United Bulk Carriers at \$16,000 hire per day, plus a \$600,000 ballast bonus for one voyage out a port in South America East Coast (where Dry Bulk had previously directed the Vessel) for a profit of \$800,000 over and above what they would have received from 24 Vision under the Amis Integrity/Amis Vision charter party.

30. As a result of the wrongful withdrawal of the Vessel by Amis Integrity and tortious interference of its contract with 24Vision, Dry Bulk was deprived of the calculated profit it expected under the Trithorn charter in the sum of \$379,500, as well for at least two additional charters before the expiration of the 24Vision/DB charter party in the sum of \$560,000 and \$1,920,00, respectively, together with the pre-paid unearned charter hire of \$180,000 and unreimbursed pre-paid port fees (\$16,437.90 and SGD \$3,622.18) and hire paid for wasted in ballast voyage to South America (\$705,000) for a total calculated loss of \$3,760,938. (*see pars. 20 and 21 of Verified Complaint*).

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF OREGON AND THE UNITED STATES OF AMERICA THAT THE FOREGOING IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS 21ST DAY OF OCTOBER, 2019.



STAVROS TSOLAKIS

EXHIBIT 2A

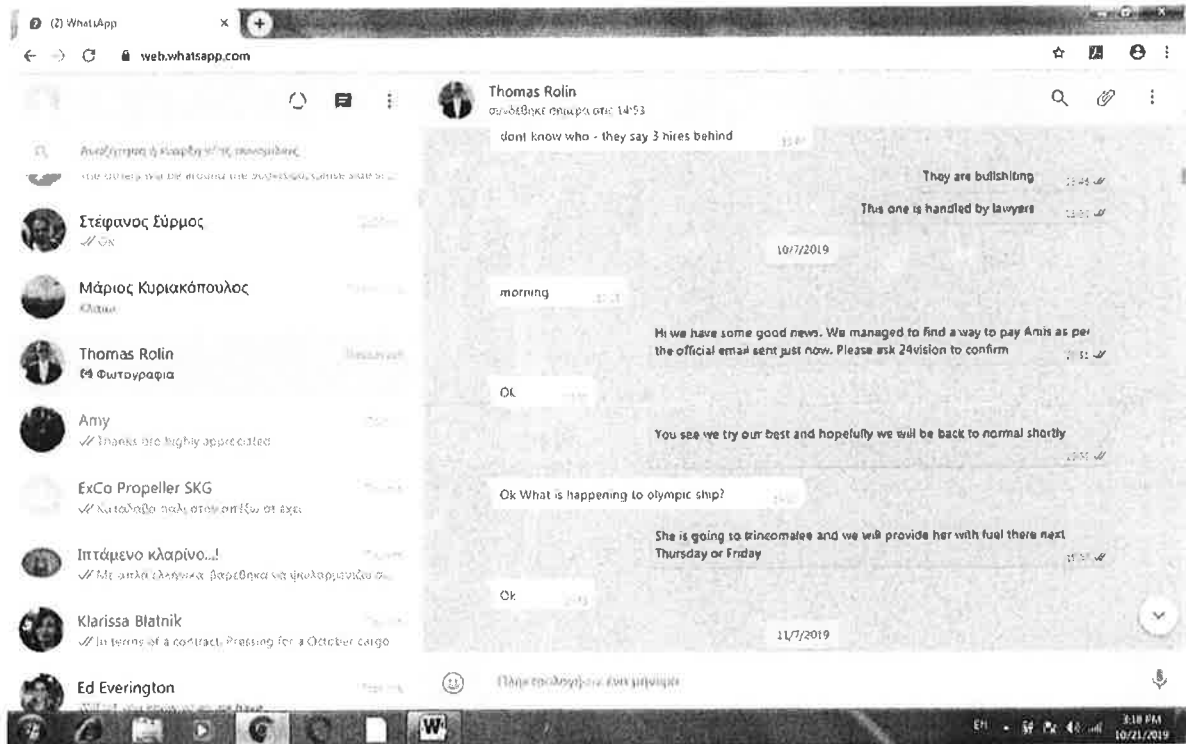


EXHIBIT 2B

21/10/2019

Roundcube Webmail :: Re: Amis Integrity - Drybulk - Notice

Subject

Re: Amis Integrity - Drybulk - Notice

From

<operations@drybulksingapore.com>

To

Operations 24Vision <Operations@24vision.solutions>

Copy

Claims <Claims@24vision.solutions>, Martin Lanting <MartinLanting@24vision.solutions>, Thomas Rolin Private <Thomas.Rolin.p@brsbrokers.com>

Date

2019-07-11 16:56



- Swift AMIS INTEGRITY 24VISION 11-07-2019 (4).pdf (~45 KB)
- Swift AMIS INTEGRITY 24VISION 11-07-2019 (5).pdf (~45 KB)
- Swift AMIS INTEGRITY 24VISION 11-07-2019 (6).pdf (~45 KB)
- Swift AMIS INTEGRITY 24VISION 11-07-2019 (7).pdf (~45 KB)
- Swift AMIS INTEGRITY 24VISION 11-07-2019 (8).pdf (~45 KB)
- Swift AMIS INTEGRITY 24VISION 11-07-2019 (9).pdf (~45 KB)
- Swift AMIS INTEGRITY 24VISION 11-07-2019 (1).pdf (~48 KB)
- Swift AMIS INTEGRITY 24VISION 11-07-2019 (2).pdf (~45 KB)
- Swift AMIS INTEGRITY 24VISION 11-07-2019 (3).pdf (~45 KB)

Dear Sirs,

Further to our below message, kindly find attached the swifts for both hires.

Best Regards

Dry Bulk Singapore

On 2019-07-11 15:04, operations@drybulksingapore.com wrote:

Dear Sirs,

Please note that after a lot of effort, both hires were paid today. Waiting for the swift confirmations shortly to be forwarded to you.

Best Regards,

Dry Bulk Singapore

On 2019-07-10 20:15, Operations 24Vision wrote:

webmail.drybulksingapore.com/?_task=mail&_safe=0&_uid=1928&_mbox=INBOX.Sent&_action=print&_extwin=1

EXHIBIT 3

19/10/2019

Roundcube Webmail :: Amis Integrity / Dry Bulk singapore pte - withdrawal of services

Subject **Amis Integrity / Dry Bulk singapore pte - withdrawal of services**

From Operations 24Vision <Operations@24Vision.Solutions>

To Stavros Tsolakis <operations@drybulksingapore.com>, thomas.rolin.p@brsbrokers.com <thomas.rolin.p@brsbrokers.com>, bulkopsmiddleeast@brsbrokers.com <bulkopsmiddleeast@brsbrokers.com>

Copy Operations 24Vision <Operations@24Vision.Solutions>, Claims <Claims@24Vision.Solutions>, Amis Integrity Master <master.amisintegrity@wisdom.amosconnect.com>

Date 2019-07-11 19:34



To DryBulk Singapore Pte Ltd
Cc : Capt Mv amis integrity
Cc : BRS (brokers)

Dear sirs,

We refer to the below messages and our notice of default of the charter party dated the 8th of July 2019. Despite our repeated reminders the funds have not been received on our account and have therefore not been placed at the immediate disposal of the Owners while 3 clear banking days as per pro forma clause 11(b) have elapsed. Absent of timely payment, we herewith notify the Charterers of the immediate withdrawal of the mv "Amis Integrity" from the charter party dated 10 of January 2019 as amended on the 8th of February 2019, as per clause 11(a) and 11(b) of the pro forma charter.

This notice of withdrawal is without prejudice to Owner's right to claim hire for the full duration of the charter party and any damages, costs and/or losses whatsoever as a consequence of Charterer's default of the charter party terms including but not limited to the costs of bringing the vessel to the agreed redelivery location.

The master and Owners shall be informed that Dry-Bulk Singapore herewith has lost any entitlement to give voyage instructions in relation to the vessel, which shall be considered null and void going forward. We trust to have informed you sufficiently and we shall submit our claim for Charterer's repudiatory breach of the charter party in due course.

Varun Ganesan
24Vision Chartering Solutions DMCC
+971529463711

Sent from my iPhone

EXHIBIT 4

16:18



< 3



Thomas Rolin

συνδέθηκε στις 15:21



ok

15:03

Swifts are being sent now

16:40 ✓✓

For both hires on Amis

16:40 ✓✓

We need q88 for amis today pls

17:53 ✓✓

Pushing

18:05

RAR

Baltic questionnaire

24 KB

18:18

BALTIC EXCHANGE DRY CARGO QUESTIONNAIRE (Ball 99) Version 1.2

Instructions: Please fill out all the white and yellow textboxes in this questionnaire. A date must be entered in the yellow textboxes. Once the questionnaire is complete please email it to support@Q88.com and we will load the data into the database.

1 GENERAL INFORMATION			
1.1	Date updated:	04-Jul-17	
1.2	Vessel's name	Amis Integrity	
1.3	IMO number	0732412	
1.4	Vessel's previous name(s) and date(s) of change	Last	2nd
		Ex-date	Date of Change

pdf amis integrity Baltic questionnaire(1)

8 σελίδες • 160 KB • pdf

18:18

This is old one

18:19

Thanks

18:21 ✓✓

I got a call saying that wisdom is marketing the amis Integrity in the market. Is this true?

19:41 ✓✓

Don't know I am out watching the cricket

19:49



Call me urgently

19:49 ✓✓



EXHIBIT 5A

18:18



Thomas Rolin

συνδέθηκε στις 15:21



Just spoke to Wisdom 05:33

They have told me to stay out of this -
will only deal via legal channels and that
DBS should discuss with 24 vision as
wisdom has not contract with DBS 05:34

Have they withdrawn the vessel from 24
vision? 05:34 ✓✓

And furthermore - wisdom has just fixed
the vessel elsewhere 05:35

I assume so 05:35

Pls tell them not to do this because the
vessel is already committed 05:35 ✓✓

Again I have been asked to stay out of
this and leave to the legal 05:35

And fixed 05:35 ✓✓

He said already done 05:35

How is it possible since the vessel was
withdrawn only last night ? 05:36 ✓✓

EXHIBIT 5B

18:18



Thomas Rolin

συνδέθηκε στις 15:21



We need to keep the amis Integrity mate otherwise I am afraid things cannot work here

05:38 ✓✓

Again I have been told to not get involved by both wisdom and 24 vision so you won't get anything useful from me

05:39

He tells me she is already fixed elsewhere

05:39

You can tell them that bunkers are coming due

05:39 ✓✓

And all communication cut off with DBS

05:39

I will

05:40

So 24 vision has the ship or not?

05:40 ✓✓

Don't think so - but again I have been cut off completely so not sure

05:41

He tells me ship is gone

05:41

Well Thomas we have paid in time and the vessel is already fixed.

05:43 ✓✓

EXHIBIT 5C

18:19

**Thomas Rolin**

συνδέθηκε στις 15:21



Ok pls ask wisdom again to get us in
contact

05:46 ✓✓

He made clear to me - no contact

05:46

This is not the right way mate. I will be in
Singapore this Sunday for a week we can
ask them to meet there

05:47 ✓✓

I'll ask again

05:53

Please because you saw we put
tremendous effort in paying within the
deadline and 24 vision is playing a very
dirty game on us now and you know it

05:54 ✓✓

I am being told that Lien notice has been
send to all parties involved for eternity
aw

06:50

Again I have not been send anything

06:50

And asked by Shih wei and 24 vision to
let legal handle

06:51

Spoke with wisdom again - they told me
off big time - he does not want to enter
any dialogue with DBS directly -
everything to go via the lawyers

06:52

**Thomas Rolin**

And asked by Shih wei and 24 vision to let legal

